

**INTERGOVERNMENTAL AGREEMENT
FOR PAVING OF SR-10/US-278
BETWEEN
DEKALB COUNTY, GEORGIA and
THE CITY OF AVONDALE ESTATES, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT, by and between DeKalb County, Georgia (“County”) and the City of Avondale Estates, Georgia (“City”) entered into this _____ day of _____, 2026. The County and the City may be referred to herein as a “Party” or collectively as the “Parties.” The County and the City are executing this Agreement with respect to the following matters:

WHEREAS, DeKalb County, Georgia is a constitutionally created political subdivision of the State of Georgia, acting through its duly elected Chief Executive Officer and Board of Commissioners; and

WHEREAS, the City of Avondale Estates is a municipality incorporated under the Laws of the State of Georgia, acting by and through its duly elected Board of Mayor and Commissioners; and

WHEREAS, the City executed a public works project in collaboration with the Georgia Department of Transportation (“GDOT”) to enhance the right of way known as SR-10/US-278 within Avondale Estates by improving traffic flow, improving pedestrian safety and beautifying this stretch of highway (“the Project”); and

WHEREAS, the Project benefits both County and City residents; and

WHEREAS, the County operates a water and sewer utility that includes certain infrastructure located within the SR-10 right-of-way; and

WHEREAS, replacement of the water main within the scope of an active construction project was recently required, which necessitated more extensive milling, roadway repairs, and paving in order to properly restore and warranty the affected portions of the street.

WHEREAS, the County desires to contribute to the cost of the project in an amount that reflects the additional costs incurred by the City for repaving as a result of the County’s necessary water/sewer repairs within the SR-10 right of way.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

**ARTICLE 1
PURPOSE, SCOPE OF SERVICES, AND CONSIDERATION**

1.1 The purpose of this Agreement is to provide the terms by which, in exchange for the

negotiated and contracted for contribution of the County, the City shall complete the Project, as more particularly described by Exhibit A hereto.

1.2 Pursuant to the terms of this Agreement, the Parties agree to fund and complete the Project for use and enjoyment of their respective residents. The City shall select a contractor based on its requirements in accordance with law applicable to local government procurement. As between the County and the City, the City shall be solely responsible for any upgrades, maintenance, repair, upkeep and all aspects of the Project.

1.3 In exchange and consideration for the mutual promises in the provisions herein, the Parties hereby agree that the County shall contribute to the cost of the Project as follows: within 30 days of the execution of this Agreement, the County shall pay the total amount of Two Hundred and Ninety-Two Thousand, Two Hundred and Thirty-One Dollars and Seventy-Four Cents (\$292,231.74) to the City for completion of the Project. The County shall have no other obligations of any kind.

ARTICLE 2 TERM AND TERMINATION

This Agreement shall commence upon full execution of this Agreement and shall continue until completion of the Project by the City. The City shall substantially complete the Project within one (1) year of complete delivery of funds to the City from County. In no event shall this Agreement extend beyond a period of fifty (50) years from the date hereof.

Either Party may terminate this Agreement in the event the other Party fails to perform a material term of the Agreement. Any Party seeking to terminate this Agreement is required to give thirty (30) days written notice to the other Party.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Each Party represents and warrants that it has the power to make, deliver, and perform this Agreement, and has taken all necessary action to authorize the execution, delivery, and performance of this Agreement. This Agreement and the services contemplated herein are for the public welfare and benefit, pertain to services and activities which the Parties are authorized by law to provide, and are undertaken in accordance with the laws and Constitution of the State of Georgia.

ARTICLE 4 AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties, as approved by the Parties' governing authorities.

ARTICLE 5 REMEDIES

Parties concerning the subject matter of this Agreement and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 9
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation thereof.

**ARTICLE 10
BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective Parties' successors.

**ARTICLE 11
THIRD PARTY BENEFICIARIES**

This agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties. No third party or parties shall have any right of action hereunder for any cause whatsoever.

**ARTICLE 12
COUNTERPARTS**

This agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City and the County, acting by and through their duly authorized agents, have caused this Agreement to be executed in multiple counterparts under seals on the date indicated herein.

DEKALB COUNTY, GEORGIA

LORRAINE COCHRAN-JOHNSON
Chief Executive Officer

ATTEST:

BARBARA H. SANDERS-NORWOOD, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Zachary L. Williams
Chief Operating Officer

Supervising County Attorney

CITY OF AVONDALE ESTATES, GEORGIA

Jonathan Elmore
Mayor

ATTEST:

Karina Reyna
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

Stephen Quinn, City Attorney

Patrick Bryant, City Manager